SCHERTZ
CIVIC CENTER

Schertz Civic Center
1400 Schertz Parkway Building 5
Schertz, Texas 78154

CIVIC CENTER RENTAL POLICY

GENERAL TERMS AND CONDITIONS: This Agreement is made and entered into upon the following express covenants and conditions, all and every one of which the Lessee hereby covenants and agrees to keep and perform.

PAYMENT TERMS: All payments for rental reservations in the Bluebonnet Hall, shall be due ninety (90) days prior to the event. Rental reservations in any hall in the Grand Ballroom shall pay 50% of all rental fees one hundred and eighty (180) days prior to the event. The remaining 50% balance shall be due ninety (90) days prior to the event.

CONTROL OF FACILITY: In renting the facility, City does not relinquish the right to control the management thereof and to enforce all necessary and proper rules for the management and operation of the same; and the employees of City may enter the same, and all the premises, at any time and on any occasion.

OPTION PERIOD: The event space referred to in the lease agreement shall be released automatically by the City without notice to the Lessee, unless a fully executed copy of this agreement and the required deposit have been received by the City on or before [5 business days from agreement date]. In the event that another group or organization requests the same space on a definite basis on or prior to the option date, the Lessee will be given written notice of such matter and be given seventy-two (72) hours in which to submit an executed copy of this lease agreement and the required deposit to confirm the commitment on a definite basis or space will be released.

DAMAGE TO FACILITY: In case the facility, or any part thereof, shall be destroyed by any cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by City impossible, City shall not be liable or responsible to Lessee for any damage or consequential damage caused thereby, provided that Lessee shall be refunded the unused portion of payments made.

RESCHEDULED EVENTS: The City, at its discretion, may allow for one (1) rescheduled event date if requested by Lessee in writing a minimum of ninety (90) days in advance of the original contract date. The reservation fee paid towards the original date shall be forfeited and the following conditions will apply: 1) The new date must be within one (1) year of the original event date. 2) a new reservation fee will be required.

MINORS: One (1) chaperone per twenty-five (25) minors must be present and responsible for the activities at events which predominately consist of minors.

PROPERTY IN BUILDING: City assumes no responsibility whatever for any property placed in the facility or building, and City is hereby expressly released from responsibility for any loss of or damage to Lessee's or any guest's personal property that may be sustained by reason of the occupancy under this Agreement.

REMOVAL OF MATERIALS: All materials and installations placed in the facility by Lessee or exhibitors shall be removed from the facility by the end of the contracted time. In the event that this is not done, time will be marked as in rental until the facility is vacated, and Lessee will be responsible for continued rental charges.

In the event that the facility is not vacated by Lessee on the above stated date at the end of the term for which the facility is leased, City is hereby authorized to remove all items and property belonging to the Lessee or their associated vendors from the facility and to store at the expense of Lessee.

In the event platforms, staging, or other structures are erected by Lessee or any exhibitors in any portion of the facility, the expense of such erection and removal shall be paid by Lessee or such exhibitor. None of such structures may be attached to the building or any furnishings therein, and all damages to said building or furnishings caused by the installation, erection, or removal of such platforms, staging, or other structures shall be paid by Lessee.

ABANDONED ITEMS: City shall have the sole right to collect and have custody of articles left in the facility or building by persons attending any performance, exhibition, or entertainment given or held on the premises.

PERFORMANCE/EXHIBITION/ENTERTAINMENT: Lessee hereby agrees that no activity, performance, exhibition or entertainment (attraction) shall be given or held or take place in the Lessor PREMISES herein described which is potentially dangerous to the public or which is illegal or obscene, as defined by Chapter 43 of Texas Penal Code, and should any exhibition or performance or any part thereof be deemed by City to be dangerous, illegal, or obscene, then said City shall have the right to demand of Lessee that Lessee immediately, upon receipt of such notice, make such changes. Additional terms apply for expos/trade shows. See Expo Rules and Guidelines

SEATING CAPACITY: In no event shall tickets be sold or dispensed in excess of the seating capacity of the facility, as determined by the Fire Chief.

TAXES: Lessee shall pay all taxes, if any, on tickets or admissions to the premises during the term hereof and any license fees and taxes lawfully levied against it during the term hereof.

AISLES/EXITS CLEAR: Lessee will permit no tables, chairs, movable seats, or other obstructions to be or remain in the entrances, exits, or passageways of the facility or building and will keep same clear at all times.

NO OBSTRUCTIONS TO SIDEWALKS, ETC: No portion of the sidewalks, entries, passages, vestibules, halls, or ways of access to public utilities of the facility or the building in which it is located shall be obstructed by Lessee or used for any purpose other than for ingress and egress, to and from the premises.

RESPONSIBILITY FOR DAMAGE OR INJURY: If the facility, or any portion of the building in which it is located, during the term of this Agreement, shall be damaged by the act, default, or negligence of Lessee, or of Lessee's agents, employees, patrons, guests, or any persons admitted to such premises by Lessee, or by or with the consent of Lessee or Lessee's employees or any person acting for or on behalf of Lessee, Lessee will pay to City, upon demand, such sum as shall be necessary to restore such premises to their present condition.

INDEMNITY: Lessee must indemnify, defend and hold harmless the city, its officers, agents and employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs arising out of or resulting from the lessee's occupancy of the property or activities conducted in connection with or incidental to this agreement and from any liability arising out of or resulting from the intentional acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of lessee, or in connection with lessee's use of the premises and/or resulting from the presentation of any copyrighted work or material or violation of any other proprietary rights, including but not limited to its officers, agents, employees, subcontractors, invitees, and other persons.

Lessee must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, invitees and other persons, as well as their property, while in or on the property. It is expressly understood and agreed that the city shall not be liable or responsible for the negligence of the lessee, including but not limited to its officers, agents, employees, subcontractors, invitees, and other persons.

Further, the city assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premise defects which may now exist or which may hereafter arise upon the premises, responsibility for any and all such defects being expressly assumed by the lessee. This indemnity provision applies to any and all claims, suits, demands, and/or actions based upon or arising from any such premise defects or conditions, including but not limited to its officers, agents, employees, subcontractors, invitees, and other persons.

The city and the lessee must provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect the lessee or city, and the city may compromise and defend the same to the extent of its own interests.

Both city and lessee expressly intend that the indemnity provided for in this contract is indemnity by lessee to indemnify and protect the city from the consequences of the city's own negligence while city is participating in this contract where that negligence is a concurring cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit, and liability where the injury, death, or damage results from the sole negligence of the city, unmixed with the fault of any other person or entity.

CATERERS: All caterers or food establishments serving food will need to supply current proof of insurance and current food handling permit to City no later than sixty (30) days prior to event. Additional terms apply, see Attachment 2 – Food & Beverage / Kitchen Use / Insurance Policy.

ATTORNEY'S FEES: If City is required to file suit to collect any amount owed it under this Agreement for Lessee's use of the premises, City shall be entitled to collect reasonable attorney's fees.

NO DISCRIMINATION: It is understood that the premises are owned by City, and that any discrimination by Lessee, its agents, or employees, on account of race, sex, color, religion, or national origin in the use of or admission to the premises is prohibited.

SECURITY: It is City policy that renters of City facilities must provide security under the following circumstances unless waived in writing by the Police Chief or Director of Parks: 1) When alcohol is present, 2) When the guest count exceeds 150, 3) When the Civic Center staff deems it is in the best interest of the City. Additionally, any renter may request security for their event for any reason and they will be subject to the Security Guidelines. See Attachment 3: Alcohol Service and Security Guidelines for additional information.

CANCELLATION BY CITY: Violation by Lessee of any covenant, agreement, or condition contained herein shall be cause for termination hereof by City, in which case Lessee shall be entitled only to refund of the unused portion of any payment made by it. In addition, City may likewise cancel this Agreement if Lessee should, prior to the date of occupancy hereunder, violate any covenant, agreement, or condition in any other agreement which Lessee might have for lease of any other City facilities. City reserves the right to cancel this Agreement at any time ,e.g. before, during, or after any emergency situation deemed by City. At such time, notification will be made by telephone or most expedient method reasonably available. City shall not be liable or responsible to Lessee for any damages or inconvenience caused thereby, provided that Lessee shall be refunded the unused portion of payments made by it.

CANCELLATION BY LESSEE: All cancellations of contracted events must be submitted to City in writing and will be subject to the following terms:

If Written Cancellation is Received:	Amount Due to the City:
More than 180 days prior to event date	Reservation Fee will be forfeited in full
180 to 90 days prior to event date	Reservation Fee and any rental fees due will be forfeited in full
Less than 90 days prior to event date	Reservation Fee and any rental fees due will be forfeited in full

ASSIGNMENTS: Lessee shall not assign this Agreement, nor permit any use of the premises other than herein specified, without the prior written consent of the City.

FACILITY ACCESS/SETUP/CLEANUP TIME: It is recommended to allow at least one hour of time to clean your event space. Any event that requires cleanup that extends beyond your contracted check out time (and after a 15-minute grace period) will incur a $200.00 late fee that will be deducted from the reservation deposit and/or credit card on file. Client is responsible for ensuring all vendors are out prior to the end of your contracted time.

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ATTACHMENT 1: DECORATION RESTRICTIONS AND CLEAN-UP REQUIREMENTS

PROHIBITED ITEMS:

- Bird seed, grains, or rice as décor. Loose glitter or confetti- including confetti/glitter inside balloons. Glitter on decorations/attire is acceptable
- Balloon Shine/Spray may not be used inside our facilities
- Nails, tacks, tape, glue, "command strips", hot glue, or other items meant to fasten or secure to walls/airwalls/ceiling/floor. Gaffer's tape may be used to secure loose cords to the floor
- Pyrotechnics, fog machines, sparklers and cold sparks. Cloud machines that use dry ice are permissible with Certificate of Insurance
- Open flame with the exception of enclosed candles and catering sternos
- Food is not allowed in the Private Suite
- The suspension of any materials from the ceiling – unless by a licensed company that will provide the City with a Certificate of Insurance

CLEAN-UP REQUIREMENTS:

- Remove all personal items from Kitchen/Restrooms/Lobby/Event Space
- Place all trash in receptacles provided
- Tables/Chairs must be wiped down of visible spills
- Broom sweep trash/litter into one pile and mop visible spills
- Kitchen should be left in the same condition you found it. Additional terms apply - see Attachment 2: Food & Beverage / Kitchen Use Policy

GENERAL GUIDELINES:

- It is recommended to allow **at least one hour** of time to clean your event space
- Clean-up requirements are for both inside and outside of the building
- All Ice Chests/Kegs must have a mat underneath them
- Bar-B-Que pits are allowed. They must be at least 10 feet from the building, cleared from trees, and placed in the parking lot with a fire extinguisher present
- No Smoking or Vaping is allowed in the building – designated smoking areas (two) are outside
- Moving furniture in the Lobby is prohibited without prior permission from Civic Center Manager
- Doors must remain closed during party hours unless the entire Center has been booked
- Displays, activities, and guests are limited to the space listed in the Client's Agreement. Any use of the common areas, including the sale or service of food or beverage in the outside space, lobbies, parking lot and corridors is prohibited

Lessee understands cleaning and/or damage fees may be imposed if decoration restrictions and clean-up requirements are violated. Lessee further understands they are responsible for providing and enforcing the decorations and clean up requirements to their vendors.

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ATTACHMENT 2: FOOD & BEVERAGE / KITCHEN USE / INSURANCE POLICY

Loading: Loading and unloading must take place at the dock doors nearest to the kitchen rented by the Client's Rental Agreement. Vehicles/Trucks must be moved to designated parking areas immediately after unloading or loading, no storage is allowed on or near the loading dock. The loading dock shall not be utilized for food service, preparation, or any other purpose.

Kitchen Cleaning Requirements: Lessee/caterer agrees to return the kitchen and serving areas to the same condition as they found them prior to the end of the rental period. Remaining food can be moved to serving tables in the event space, if desired. All items must be removed within the reserved time as expressed in Lease Agreement. Cleaning supplies and trash liners will be provided by Civic Center.

Lessee/Caterer is Responsible For:

- Placing all food, trash, garbage and debris generated by the Caterer into outside dumpster(s) provided by the Civic Center. Boxes must be flattened and disposed of in designated area only.
- Grease or other debris should not be poured into drains. Grease should be cooled and placed in a heat safe container and disposed outside in dumpsters.
- Warming or flame devices must be extinguished and disposed of properly. Lessee/Caterer is further responsible for turning off kitchen equipment, as well as the cleaning of kitchen equipment.
- Cleaning includes, but is not limited to sweeping, emptying and cleaning counters, tables, refrigerator, freezer, warmer, coffee machines, and other equipment.

Failure to clean and dispose of all food and beverage in accordance with this policy or inadequate cleaning and disposal of food and beverage products requiring Civic Center staff to either correct the deficiencies or engage a third party to do so will result in the assessment of cleaning charges against Lessee's Reservation Deposit/Credit Card on file.

Table and Chair Care: It is recommended all tables for food or beverage service are to be covered to protect tables from spills or stains. Lessee is responsible for cleaning any spills or stains on tables and chairs and may be required to pay for damage related to spills or stains on tables and chairs.

Catering / Food Truck Permits: The Caterer shall obtain and maintain all applicable permits and certificates required by the City and State and shall comply with all City and State laws. Lessee/Caterer must furnish Civic Center with a copy of required licenses and permits. Additionally, public liability and property damage insurance must be met and submitted to the Civic Center a minimum of 30 days prior to event date.

Certificate of Insurance:

As outlined in your lease agreement, the following insurance requirements must be met and submitted to the Civic Center a minimum of 30 days prior to event date. Public liability and property damage insurance issued by a reputable casualty insurance company acceptable to the Center naming the City of Schertz as a certificate holder with the following amounts: Personal injury liability of not less than $500,000 for anyone (1) injury; $1,000,000 for anyone (1) accident; and property damage liability of not less than $1,000,000. The insurance policy shall state that such insurance is the primary insurance and the City's existing general liability coverage shall be considered excess coverage. The certificate must provide coverage for all risks including workers compensation.

Lessee understands that cleaning and/or damage fees may be imposed if Kitchen Use and Cleaning Requirements are not followed and further understands that they are responsible for providing the details of the Kitchen Use and Cleaning Requirements to their vendors.

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ATTACHMENT 3: SECURITY GUIDELINES & ALCOHOL SERVICE

SECURITY: It is the responsibility of the Schertz Police Department to provide security at all City facilities. The number of officers required at any facility will be determined using the following guidelines unless waived in writing by the Police Chief or Director of Parks: (1) Officer 151-200. (2) Officers 201-300 guests. (3) Officers for 301-400 guests.

When alcohol is present the number of officers required at any facility will be determined using the following guidelines unless waived in writing by the Police Chief or Director of Parks: (1) Officer up to 150 guests. (2) Officers for 151-200 guests. (3) Officers for 201-300 guests. (4) Officers for 301-400 guests.

The City reserves the right to increase number of officers required when it is in the best interest to ensure the safety of those using the facility or in the best interest of the safety of the community.

SECURITY COST: The cost for security is a minimum of four (4) hours at sixty dollars ($60) per hour, per officer. If the event takes place on a City holiday (actual or observed), the cost for security is a minimum of four (4) hours at one hundred dollars ($100) per hour, per officer. This hourly rate is subject to change and is separate from facility rental fees and a security coordination fee. Security is scheduled from the event start time until the lease end time.

SECURITY COORDINATION: There is a $25.00 security coordination fee per event day separate from facility rental fees and security cost. In order to properly schedule security for the event the following are required no later than (30) days prior to the event. 1) Event start time. 2) Check out time, as stated in the lease agreement. 3) Guest count. Requests to cancel or change security scheduling will not be accepted within (30) days of the reservation start date.

Alcohol Service may only be dispensed according to Texas Alcoholic Beverage Commission (TABC) rules and regulations

NO BYOB: No alcohol may be brought on the premises or taken out of the facility by any guests or invitees of Client. The only person that may provide Alcohol is the Lessee or the a bartending service. It is recommended to use a Bartending Company, alcohol may not be sold to guests unless allowed by law.

BARTENDER: All events with Alcohol will require a Texas Alcohol Beverage Commission licensed bartender to serve all alcohol. The bartender(s) must have their TABC license and identification with them at the time of the event and the TABC license should be provided to the Center no later than (30) days prior to the event date.

Additional Conditions:

- Alcohol service may only take place when both the TABC licensed bartender and the security officer are present.
- If alcohol is brought on the premises by a guest, the City reserves the right to discontinue all alcoholic beverage services or to close the event, NO BYOB.
- If alcohol is brought on premise by the lessee when it was stated on the contract alcohol would not be present, the City reserves the right to close the event.
- Payment for security will be made to the officer(s) upon their arrival at the event, in cash. Should payment not be rendered at that time, the City reserves the right to immediately cancel the alcohol service. All alcoholic products would need to be removed from the event space by the lessee into a secured location. Additionally, the City reserves the right to close the event due to non-payment.

Lessees understands the Alcohol Service and Security Guidelines and associated fees. Lessee further understands that if the event is closed for violating this or any City policy, all rental fees, deposits, ancillary, or other fees paid to the City of Schertz will not be refunded.